

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF PHOENIX

97418

THIS AGREEMENT is entered into 5 June, 2001, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF PHOENIX, acting by and through its CITY MANAGER (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Chapter 2, Section 2 of the City Charter, to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. The State and the City agree to participate in constructing South-bound on and North-bound off slip-ramps to Interstate 17 (I-17) at Pinnacle Peak Road Traffic Interchange (TI); widening the Pinnacle Peak Road bridge to accommodate a left turn lane, and installing traffic signals at ramp intersections, herein referred to as the Project. The State shall contribute \$1,500,000.00 towards the construction of the Project. The City shall contribute to the Project in an amount not to exceed \$550,000.00.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

24666
Filed with the Secretary of State
Date Filed: 06/05/01
Betty Bayless
Secretary of State
Dicky D. Graenewald

II. SCOPE OF WORK

1. The State will:

a. Upon execution of this agreement, invoice the City in the amount of \$550,000.00 for construction, construction engineering (CE) and administration for the estimated cost of the Project as shown on Exhibit "A", attached hereto and made a part hereof.

b. Provide design plans, specifications and other such documents required for the Project at 60% and 95% completion to the City for review and comments.

c. Call for bid, award one or more construction contracts for the Project. Administer same and make all payments to the contractor(s). Be responsible for any contractor claims for extra compensation attributable to the State.

d. Upon completion of construction, approve and accept the Project on behalf of the parties hereto and provide maintenance to the Project within the State's control of access.

e. Reimburse the City any savings if the actual Project costs (to include but not limited to construction, CE and administration) are less than the Project's estimation cost of \$2,050,000.

2. The City will:

a. Upon execution of this agreement and receipt of an invoice, remit to the State the amount of \$550,000.00, for the City's estimated cost of the Project (to include but not limited to construction, CE and administration).

b. Review the construction documents and provide comments as appropriate.

c. Be responsible for maintenance to the Project outside the State's control of access. Be responsible for any contractor claims for extra compensation attributable to the City.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Department of Transportation
Joint Project Administration
205 South 17 Avenue, MD 616
Phoenix, AZ 85007

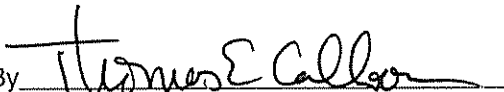
City of Phoenix
Street Transportation Department
200 W. Washington, 5th Floor
Phoenix, AZ 85003-1611

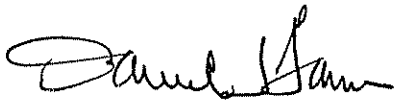
7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

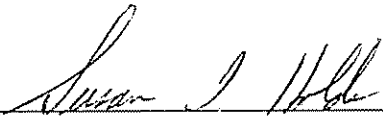
CITY OF PHOENIX, a Municipal
Corporation, Frank Fairbanks, City Manager

STATE OF ARIZONA
Department of Transportation

By 
THOMAS E. CALLOW, P.E.
Street Transportation Director

By 
DANIEL S. LANCE, P.E.
Deputy State Engineer

ATTEST

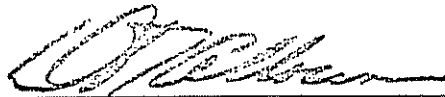
By 

ACTING City Clerk

RESOLUTION

BE IT RESOLVED on this 18th day of April, 1998, that I, the undersigned MARY E. PETERS, as Director of the ARIZONA DEPARTMENT OF TRANSPORTATION, have determined that it is in the best interests of the STATE OF ARIZONA that the DEPARTMENT OF TRANSPORTATION, acting by and through the INTERMODAL TRANSPORTATION DIVISION, to enter into an agreement with the CITY OF PHOENIX, for the purpose of defining the responsibilities for the construction of the south-bound on and the north-bound slip-ramps to Interstate 17 (I-17) at Pinnacle Peak Road Traffic Interchange; widening the Pinnacle Peak Road Bridge to accommodate a left turn lane, and installing traffic signals at ramp intersections.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer or higher for approval and execution.

A handwritten signature in black ink, appearing to read 'D. Allocco', written over a horizontal line.

DAVID R. ALLOCCO, P.E.
Assistant State Engineer
Engineering Technical Group

for MARY E. PETERS, Director

EXHIBIT 'A'

PRELIMINARY OPINION OF CONSTRUCTION
COSTS

PROJECT NUMBER: 017 MA 217 H 4626 01 C

ROUTE 1-17

LOCATION: Pinnacle Peak Road T. I.

Feb. 20, 2001

ITEM	UNIT	QUANTITY	PRICE (\$)	AMOUNT (\$)
Clearing and Grubbing	LSUM	1	5,000.00	5,000
Removal of Structures and Obstructions	LSUM	1	3,000.00	3,000
Remove Guardrail	LF	565	2.00	1,100
Remove and Salvage Guardrail	LF	3,135	3.00	9,400
Remove Embankment Curb	LF	3,995	1.00	4,000
Remove Bridge Rail	LF	252	8.00	2,000
Remove Pavement	SY	1,000	2.00	2,000
Borrow	CY	33,000	5.00	165,000
Asphaltic Concrete (Misc. Struct.) (4")	Ton	2,735	40.00	109,400
Aggregate Base Course (10")	CY	4,685	17.00	79,700
Asphaltic Concrete Friction Course (Misc.)	Ton	628	55.00	34,500
Concrete Gore Paving	SY	151	25.00	3,800
Single Curb for Raised Median	LF	2,776	7.00	19,400
Concrete Bridge Barrier	LF	252	60.00	15,100
Construct Guardrail From Salvage	LF	3,135	7.00	21,900
Guardrail	LF	275	12.00	3,300
Guardrail Terminal System	EA	8	3,000.00	24,000
Guardrail Transition (C-10.30)	EA	4	1,200.00	4,800
5' x 20' Retaining Wall	LSUM	1	3,000.00	3,000
Extend Concrete Box Culvert	LSUM	1	79,000.00	79,000
Pipe, Corrugated Metal, 24"	LF	175	60.00	10,500
Pipe, End Sections	EA	3	300.00	900
Concrete Curb & Gutter (Type D, h=6")	LF	127	12.00	1,500
Median Paving	SY	912	22.00	20,100
Concrete Catch Basin (C-15.30)	EA	1	1,800.00	1,800
Embankment Spillway (C-04.10)	LF	120	40.00	4,800
Embankment Curb (3 1/2")	LF	3,300	6.00	19,800
Pavement Marking	LF	6,400	0.30	1,900
Remove & Replace Fence	LF	1,600	2.25	3,600
Signing	LSUM	1	24,000.00	24,000
Seeding	ACRE	3	2,000.00	6,000
Bridge Widening	LSUM	1	430,000.00	430,000
Signalization	LSUM	1	170,000.00	170,000
Lighting	LSUM	1	30,000.00	30,000
SUBTOTAL				\$1,314,300
Erosion Control (1%)				13,100
Construction Survey (2%)				26,300
Quality Control (2%)				26,300
Water Supply/Dust Palliative (2%)				26,300
Maintenance/Protection of Traffic (15%)				197,100
Mobilization (10%)				131,400
Construction Engineering & Contingencies (24%)				315,400
TOTAL CONSTRUCTION COST				\$2,050,200
Preliminary Engineering (10%)				205,000
TOTAL PROJECT COST				\$2,255,200

APPROVAL OF THE CITY OF PHOENIX ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF PHOENIX and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this _____ day of _____, 2001.

William J. Bock

ACTING City Attorney
DJB



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX, AZ 85007-2926

TRN Main: (602) 542-1680

Direct: (602) 542-8837

Fax: (602) 542-3646

JANET NAPOLITANO
ATTORNEY GENERAL

MAIN PHONE : (602) 542-5025

FACSIMILE : (602) 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR98-1770TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED May 24, 2001.

JANET NAPOLITANO
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:et/685173

Enc.

CONTACT REPORT

DATE: _____

PROJECT # _____

CONTACT WITH: _____

DISCUSSION: _____

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THE INFORMATION ON THIS PAGE IS FOR INFORMATION ONLY. IT IS NOT A CONTRACT. THE INFORMATION IS NOT A CONTRACT. THE INFORMATION IS NOT A CONTRACT.

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